WE , the said C. R. BUGRESS & WIFE, LOTTIE WIDENER BURGESS , do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire TORNADO insurance company or companies for at least the sum of $ 2500.00 until the notes herein secured are fully paid, and to have the loss, if any, made payable on the policy or policies to said Trustee for the benefit of the lawful owner and holder of said notes, as his interest may appear.

WE further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case WE fail to do either, then the said Trustee or the lawful owner and holder of said notes, or any of them, may do any or all of these things and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment.

Now, if WE , the said C. R. BURGESS & WIFE, LOTTIE WIDENER BURGESS , shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured as aforesaid, then this trust conveyance shall be of no further force or effect. But if WE fail to pay any one of said notes or part thereof promptly at maturity, or if, failing to pay taxes, keep up repairs, or keep said premises insured as herein provided AND IF WE fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee or lawful owner and holder of said notes, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said notes, or any of said notes then past due and unpaid, all remaining unpaid notes shall become due and payable at once without notice, and the said Trustee or his successor in trust is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the south door of the Courthouse in said County to the highest bidder, for cash, at public outcry, free from the equity of redemption, homestead, dower, and all other exemptions of every kind, which are hereby expressly waived; and the said Trustee or his successor in trust is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust conveyance.

WE agree that the Trustee may, at any time after default in payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. WE further agree that in the event the Trustee fails before selling said property as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

1st. To the payment of all costs, charges, and expenses of executing this conveyance and enforcing said lien, as herein provided; also reasonable attorney's fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance or the enforcement of said lien; also the expenses of any such litigation.

2nd. To the payment of all taxes which may be unpaid on said premises.

3rd. To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to C. R. BURGESS & WIFE, LOTTIE WIDENER BURGESS, -- representatives or assigns.

In case of the death, absence, inability, or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said lien notes, or if more than one, then the first-maturing unpaid note, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing, to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to WINFRED DERRIS FORESYTH Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account of settlement in relation to his trusteeship.

In Witness Whereof, We, the said PEARL IRIS SHEARIN & HUSBAND W. L. SHEARIN and C. R. BURGESS & WIFE, LOTTIE WIDENER BURGESS , hereunto set our hands at NASHVILLE , Tennessee, this the 31 day of OCT., , 19 42

PEARL IRIS SHEARIN

W. L. SHEARIN

C. R. BURGESS

LOTTIE WIDENER BURGESS

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, L. O. HARDAWAY , a Notary Public in and for said County and State, the within named PEARL IRIS SHEARIN & HUSBAND W. L. SHEARIN, C. R. BURGESS & WIFE, LOTTIE WIDENER BURGESS the bargainor S with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And XX , of the said having appeared before me privately and apart from XX husband , the said XX , acknowledged the execution of the said instrument to have been done by freely, voluntarily, and understandingly, without compulsion or constraint from said husband , and for the purposes therein expressed.

Witness my hand and official seal at Nashville, Tennessee, this 7TH day of NOVEMBER 19 42..

My commission expires OCTOBER 18, 1943.

(Seal) L. O. HARDAWAY

Notary Public.

U.S.R.S. $1.40

RECEIVED NOV. 10, 1942, AT 2:05 P.M.



NUMBER 88420 RECORDED NOV 13,1942 R.H. COCHRAN, ET UX TO JOHN HENRY BYRD, ET UX

# INSTALLMENT DEED

Book No. 1257

FOR AND IN CONSIDERATION of the sum of FIVE THOUSAND ($5000.00) DOLLARS

of which ~~DOLLARS has been paid in cash by~~ , the ~~receipt of which is hereby acknowledged, and for the remainder~~ DOLLARS the said

NONE OF WHICH HAS BEEN PAID IN CASH, AND FOR WHICH SUM JOHN HENRY BYRD AND WIFE, LUCY BELL BYRD, HAVE EXECUTED THEIR EIGHTY-ONE (81) PROMISSORY NOTES, THE FIRST OF WHICH IS IN THE AMOUNT OF ONE THOUSAND ($1000.00)DOLLARS, BEARS DATE SEPTEMBER 11,1942, AND IS PAYABLE TO THE ORDER OF R.H. COCHRAN, JR., ON OR BEFORE SIX MONTHS AFTER DATE, WITH INTEREST AT THE RATE OF FIVE PER CENT PER ANNUM AFTER JANUARY 1,1943, PAYABLE SEMI-ANNUALLY AFTER THAT DATE, AND THE REMAINING EIGHTY (80) NOTES ARE OF EVEN DATE HEREWITH, THE FIRST OF WHICH BEING NOTE NO.2 IS IN THE SUM OF $50.00, AND THE REMAINING SEVENTY-NINE (79) EACH IS IN THE SUM OF FIFTY-EIGHT DOLLARS TWENTY-THREE CENTS ($58.23), THE FIRST OF WHICH SERIES OF EIGHTY NOTES IS PAYABLE ON OR BEFORE JANUARY 1,1943, AND ONE OF SAID NOTES IS PAYABLE ON OR BEFORE THE FIRST DAY OF EACH MONTH THEREAFTER UNTIL ALL OF SAID NOTES FALL DUE, SAID EIGHTY NOTES BEING PAYABLE TO R.H. COCHRAN, JR. AND WIFE, JIMMIE E. COCHRAN, AND REPRESENTING THE PRINCIPAL BALANCE OF $4000.00 AFTER THE EXECUTION OF THE $1000.00 NOTE ABOVE DESCRIBED, THE PAYMENTS FOR THE SUM OF $3950.00, REPRESENTED BY THE SEVENTY-NINE NOTES, HAVING BEEN DIVIDED INTO PRINCIPAL PAYMENTS OF $50.00 EACH, AND INTEREST PAYMENTS AT FIVE PER CENT PER ANNUM ON THE PRINCIPAL SUM REPRESENTED THEREBY HAS BEEN CALCULATED AND ADDED INTO THE FACE THEREOF, SO AS TO MAKE EACH NOTE IN THE AMOUNT OF $58.23, ALL OF SAID NOTES BEARING INTEREST AT THE RATE OF FIVE PER CENT PER ANNUM AFTER MATURITY, AND PROVIDED FOR THE PAYMENT OF A REASONABLE ATTORNEY'S FEE, TO SECURE THE PAYMENT OF WHICH NOTES, PRINCIPAL, INTEREST AND ATTORNEY'S FEE A LIEN IS HEREBY EXPRESSLY RETAINED ON THE LAND HEREIN CONVEYED,

WE, R.H. COCHRAN, JR AND WIFE, JIMMIE E. COCHRAN, HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID JOHN HENRY BYRD AND WIFE, LUCY BELL BYRD, THEIR HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE DESCRIBED AS FOLLOWS:

all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees; and to secure the payment of said notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed

X X

have this day bargained and sold, and do hereby transfer and convey, unto the said

X X

heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: XX

TRACT NO.1.

LAND IN THE NEW FIFTH CIVIL DISTRICT OF DAVIDSON COUNTY, BOUNDED AS FOLLOWS: BEGINNING AT A STAKE IN THE CENTER OF NOLENSVILLE PIKE THE N.W. CORNER OF C.P. WILLIAMS STORE HOUSE LOT, RUNNING THENCE N.68¼° E.65 POLES TO A STAKE, THE N.E. CORNER OF C.P. WILLIAMS LAND; THENCE N.12½° E.30 POLES TO A STAKE, S.W. CORNER OF MRS. THOMPSON'S DOWER; THENCE N.23 E.67.4 POLES TO HILL'S LINE, THE N.W. CORNER OF SAID DOWER; THENCE N.88½° W. 78 POLES TO A STAKE ON THE OLD DR. LAYNE LINE; THENCE S.2° W.30.7 POLES TO STAKE SAID LAYNE'S S.E. CORNER, CONTINUING S.2° W.31¼ POLES TO A STONE; THENCE S.57½° W.9.4 POLES TO AN IRON SPIKE, THE N.E. CORNER OF SCHOOL HOUSE LOT; THENCE S.32½° E.8.2 POLES TO IRON SPIKE; THENCE S. 57½° W. 18.56 POLES TO IRON SPIKE IN CENTER OF NOLENSVILLE PIKE S.W. CORNER OF THE SCHOOL HOUSE LOT; THENCE WITH SAID CENTER S.32½° E.59.6 POLES TO THE BEGINNING AND CONTAINS BY ESTIMATION FIFTY-THREE AND FORTY-TWO ONE HUNDRED AND SIXTIETH ACRES BE THE SAME, MORE OR LESS.

BEING TRACT NO.2 OF THE PROPERTY SOLD AND CONVEYED BY R.H. COCHRAN, SR., ET UX TO R.H. COCHRAN, JR., ET UX, BY DEED OF RECORD IN BOOK 672, PAGE 267, R.O.D.C., TENNESSEE.

TRACT NO.2.

LAND IN NEW FIFTH CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, BOUNDED AS FOLLOWS: BEGINNING AT IRON PIN IN THE CENTER OF THE NASHVILLE TURNPIKE, RUNNING SOUTH WITH THE CENTER OF PIKE 45 YARDS TO AN IRON PIN; THENCE EAST 108 YARDS TO A STONE; THENCE NORTH 45 YARDS TO AN IRON PIN; THENCE WEST 108 YARDS TO THE BEGINNING, CONTAINING ONE ACRE BE THE SAME MORE OR LESS.

BEING TRACT NO.3 OF THE LAND SOLD AND CONVEYED BY R.H. COCHRAN, SR., ET UX TO R.H. COCHRAN, ET UX, BY DEED OF RECORD IN BOOK 672, PAGE 267, R.O.D.C., TENNESSEE.

SAID $1000.00 NOTE ABOVE DESCRIBED, BEARING DATE OF SEPTEMBER 11,1942, TO SECURE THE PAYMENT OF WHICH A LIEN IS EXPRESSLY RETAINED ON THE PROPERTY HEREIN CONVEYED, AS ABOVE SET OUT, IS ADDITIONALLY SECURED BY A CHATTEL MORTGAGE DATED SEPTEMBER 11,1942, FROM JOHN HENRY BYRD, ET UX TO CARMACK COCHRAN, TRUSTEE, THE SUBJECT OF SAID MORTGAGE BEING AN UNDIVIDED INTEREST IN A CERTAIN HERD OF CATTLE THEREIN DESCRIBED. IT IS AGREED THAT THE SECURITY GIVEN IN SAID CHATTEL MORTGAGE IS IN ADDITION TO THE SECURITY GIVEN BY THE LIEN RETAINED HEREIN, AND THAT THE HOLDER OF SAID NOTE UPON DEFAULT IN THE PAYMENT THEREOF, ACCORDING TO THE TERMS THEREOF, MAY EXERCISE HIS RIGHTS GIVEN UNDER THE CHATTEL MORTGAGE, OR HIS RIGHT UNDER THIS INSTRUMENT, OR MAY EXERCISE THE RIGHTS UNDER BOTH INSTRUMENTS UPON SUCH DEFAULT AT THE SAME TIME, THE EXERCISE OF HIS RIGHTS UNDER ONE INSTRUMENT IN NO WAY BEING A WAIVER OF OR TO THE PREJUDICE OF HIS RIGHTS UNDER THE OTHER INSTRUMENT IN CASE OF DEFAULT.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JOHN HENRY BYRD AND WIFE, LUCY BELL BYRD, THEIR heirs and assigns, forever, WE covenant that WE ARE lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said JOHN HENRY BYRD AND WIFE, LUCY BELL BYRD, THEIR heirs and assigns, against the lawful claims of all persons.

And now, for the purpose of better and more effectually securing the payment of said lien notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the nonpayment of said notes as they mature, as hereinafter provided, and for the consideration of One Dollar to - in hand paid TO US , the said JOHN HENRY BYRD AND WIFE, LUCY BELL BYRD do hereby transfer and convey unto CARMACK COCHRAN , Trustee, his successors and assigns, the real estate herein before described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

I declare that I am the true and lawful owner of the property described in the foregoing deed, and hereby acknowledge same to be my act and deed, and declare the same to be free from encumbrance by this instrument, and that I am executing the same for the purpose therein expressed. This 13 day of Nov. 1942. R.H. Cochran Jr.